



STATE OF NORTH CAROLINA

DEPARTMENT OF TRANSPORTATION

Invitation for Bid #: 54-MCD-11456198

TRAFFIC DATA COLLECTION

Issued: March 27, 2015

Bid Opening Date: April 16, 2015

At 2:00 pm ET

Direct all inquiries concerning this IFB to:

Email: mcdavis@ncdot.gov

Phone: (919)707-2632



STATE OF NORTH CAROLINA

Invitation for Bids

For internal State agency processing, including tabulation of bids in the Interactive Purchasing System (IPS), please provide your company's Federal Employer Identification Number or alternate identification number (e.g. Social Security Number). Pursuant to North Carolina General Statute 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential**, before the procurement file is made available for public inspection.

**This page is to be filled out and returned with your bid.
Failure to do so may subject your bid to rejection.**

ID Number:

Federal ID Number or Social Security Number

Vendor Name

Bid Number:

Vendor: _____



STATE OF NORTH CAROLINA Division of Purchase and Contract

Refer **ALL** Inquiries regarding this IFB
to: **Miles Davis**
mcDavis@ncdot.gov

Invitation for Bids

Bids will be publicly opened: April 16, 2015 at 2:00 p.m. ET

Contract Type: Open Market, Services

Commodity No. and Description: Traffic Data Collection

Using Agency: Department of Transportation

Requisition No.: 11456198

EXECUTION

In compliance with this Invitation for Bid (IFB), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein. By executing this bid, the undersigned Vendor certifies that this bid is submitted competitively and without collusion (G.S. 143-54), that none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that it is not an ineligible Vendor as set forth in G.S. 143-59.1. False certification is a Class I felony. Furthermore by executing this bid, the undersigned certifies to the best of Vendor's knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency. As required by G.S. §143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this IFB, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system. G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public Contract; or awarding or administering public Contracts; or inspecting or supervising delivery of the public Contract of any gift from anyone with a Contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

Failure to execute/sign bid prior to submittal shall render bid invalid and it WILL BE REJECTED. Late bids cannot be accepted.

VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #19):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:	FAX NUMBER:	
VENDOR'S AUTHORIZED SIGNATURE:	DATE:	E-MAIL:

Offer valid for at least 60 days from date of bid opening, unless otherwise stated here: _____ days. After this time, any withdrawal of offer shall be made in writing, effective upon receipt by the agency issuing this IFB.

ACCEPTANCE OF BID

If any or all parts of this bid are accepted by the State of North Carolina, an authorized representative of the Department of Transportation shall affix his/her signature hereto and this document and all provisions of this IFB along with the Vendor bid response and the written results of any negotiations shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful Vendor(s).

FOR STATE USE ONLY: Offer accepted and Contract awarded this ____ day of _____, 20____, as indicated on the attached certification, by _____
(Authorized Representative of the Department of Transportation).

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1.0 PURPOSE AND BACKGROUND

The purpose of this IFB and any resulting award is to solicit proposals from Vendors that have been pre-qualified in accordance with "Traffic Data Collection (Discipline Code 309) for the collection of traffic data for the North Carolina Department of Transportation (NCDOT) / Transportation Mobility and Safety Division. This data is used by a wide variety of business units in the NCDOT for project development, safety and mobility initiatives, planning, and forecasting.

The work in general will consist of collecting site information and traffic data for each location to include vehicle turning movement, volume/speed/class, and other data types as indicated in the scope of work. Most work will have a two (2) week deadline, but some deadlines may be longer or shorter depending on the type of traffic data collected or the sensitivity of the specific request. Deliverables will generally consist of a summary of site information, a summary of weather conditions, maps, pictures, tabulated and summarized traffic data, and, in some cases, video.

Background for this IFB can be found at the following URLs:

Historical traffic data collection information:

<https://connect.ncdot.gov/resources/safety/TrafficDataResources/Historical%20Data.pdf>

NCDOT traffic data collection web site and information:

<https://connect.ncdot.gov/resources/safety/Pages/Traffic-Data.aspx>

TEPPL Topic T-70:

https://connect.ncdot.gov/resources/safety/Teppl/Pages/Teppl-Topic.aspx?Topic_List=T70

Bids shall be submitted in accordance with the terms and conditions of this IFB and any addenda issued hereto.

2.0 GENERAL INFORMATION

2.1 INVITATION FOR BIDS DOCUMENT

The IFB is comprised of the base IFB document, any attachments, and any addenda released before Contract award. All attachments and addenda released for this IFB in advance of any Contract award are incorporated herein by reference.

2.2 E-PROCUREMENT SOLICITATION

ATTENTION: This is NOT an e-procurement solicitation. Paragraph #18 of Attachment E: North Carolina General Contract Terms and Conditions, paragraphs (b) and (c), do not apply to this solicitation.

2.3 IFB SCHEDULE

The table below shows the *intended* schedule for this IFB. The Contract Lead will make every effort to adhere to this schedule.

Action	Responsibility	Date and Time
Issue IFB	State	March 27, 2015
Hold Pre-bid Meeting	State	April 2, 2015 at 11:00 a.m. ET
Submit Written Questions	Vendors	April 8, 2015 by 5:00 p.m. ET
Provide Response to Questions	State	April 13, 2015 by 5:00 p.m. ET
Submit Bids	Vendors	April 16, 2015 by 2:00 p.m. ET
Award Contract	State	April 24, 2015
Contract Effective Date	State	May 1, 2015

Urged and Cautioned Pre-bid Meeting

Date: April 2, 2015
Time: 11:00 a.m. Eastern Time

Instructions: Vendor representatives are URGED and CAUTIONED to attend the pre-bid meeting and apprise themselves of the conditions and requirements which will affect the performance of the work called for by this IFB. A non-mandatory pre-bid meeting is scheduled for 11:00 a.m. Eastern Time in Room 161 of the Transportation Mobility and Safety Division's central offices, located at 750 N. Greenfield Parkway, Garner, North Carolina on April 2, 2015. Submission of a bid shall constitute sufficient evidence of this compliance and no allowance will be made for unreported conditions which a prudent Vendor would recognize as affecting the performance of the work called for in this bid.

Vendor is cautioned that any information released to attendees during the pre-bid meeting, other than that involving the physical aspects of the facility referenced above, and which conflicts with, supersedes, or adds to requirements in this Invitation for Bid, must be confirmed by written addendum before it can be considered to be a part of this bid.

2.4 BID QUESTIONS

- **Purpose:** Upon review of the IFB documents, Vendors may have questions to clarify or interpret the IFB in order to submit the best bid possible. To accommodate the Bid Questions process, Vendors shall submit any such questions by the above due date.
- **Instructions:** Written questions shall be e-mailed to (add email address) _____ by the date and time specified above. Vendors should enter "IFB # (Add IFB #)- Questions" as the subject for the email. Questions submittals should include a reference to the applicable IFB section and be submitted in a format shown below:

Reference	Vendor Question
IFB Section, Page Number	Vendor question...?

Questions received prior to the submission deadline date, the State's response, and any additional terms deemed necessary by the State will be posted in the form of an addendum to the Interactive Purchasing System (IPS), <http://www.ips.state.nc.us>, and shall become an Addendum to this IFB. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this IFB, shall be considered authoritative or binding. Vendors shall be entitled to rely *only* on written material contained in an Addendum to this IFB.

2.5 BID SUBMITTAL

- **Instructions:** Sealed bids, subject to the conditions made a part hereof and the receipt requirements described below, shall be received at the address indicated in the table below, for furnishing and delivering those items as described herein. Refer to Section 2.6 BID CONTENTS for details on required content of submitted bids.

MAILING ADDRESS FOR DELIVERY OF BID VIA U.S. POSTAL SERVICE	OFFICE ADDRESS FOR DELIVERY BY ANY OTHER MEANS, SPECIAL DELIVERY, OVERNIGHT DELIVERY, OR BY ANY OTHER CARRIER
<p><i>BID NUMBER: 54-MCD-11456198</i> Attn: N. C. Department of Transportation Purchasing Section 1510 Mail Service Center Raleigh, NC 27699</p>	<p><i>BID NUMBER: 54-MCD-11476199</i> Attn: N. C. Department of Transportation Purchasing Section 1 South Wilmington Street, Room 401A Raleigh, NC 27601</p>

IMPORTANT NOTE: It is the responsibility of the Vendor to have the bid physically in this Office by the specified time and date of opening, regardless of the method of delivery. **This is an absolute requirement.** The time of delivery will be marked on each bid when received, and any bid received after the bid submission deadline will not be accepted or evaluated. Sealed bids, subject to the conditions made a part hereof, will be received at the address indicated in the table in this Section, for furnishing and delivering the commodity as described herein.

All risk of late arrival due to unanticipated delay—whether delivered by hand, U.S. Postal Service, courier or other delivery service or method—is entirely the Vendor responsibility. Note that the U.S. Postal Service generally does not deliver mail to the street address above, but to the State's Mail Service Center. Vendors are cautioned that bids sent via U.S. Mail, including Express Mail, may not be delivered by the Mail Service Center to the agency's purchasing office on the due date in time to meet the bid deadline. All Vendors are urged to take the possibility of delay into account when submitting a bid.

Vendors shall deliver one **(1) signed, original executed** bid response, two **(2) copies of the signed original executed bid**, two **(2) electronic copies** (on CD, DVD or flash drive) of its bid to the address identified in the table in this Section. Include only bids in response to this IFB in a sealed package. Address package and insert bid number as shown in the table in this Section. The electronic files shall not be password-protected, shall be in .PDF or .XLS format, and shall be capable of being copied to other media including readable in Microsoft Word and/or Microsoft Excel.

Bids shall be marked on the outside of the sealed envelope with the Vendor's name, Bid number and date and time of opening. If Vendor is submitting more than one bid, each bid shall be submitted in separate sealed envelopes and marked accordingly. For delivery purposes, separate sealed bids from a single Vendor may be included in the same outer package.

Attempts to submit a Bid via facsimile (FAX) machine, telephone or electronic means, including but not limited to e-mail, in response to this IFB will **not** be accepted. Bids are subject to rejection unless submitted with the information above included on the outside the sealed bid package.

Critical updated information may be included in Addenda to this IFB. It is important that all Vendors proposing on this IFB periodically check the State's IPS website for any Addenda that may be issued prior to the bid opening date. All Vendors shall be deemed to have read and understood all information in this IFB and all Addenda thereto.

Contact with anyone working for or with the State regarding this IFB other than the State Contract Lead named on the face page of this IFB in the manner specified by this IFB shall constitute grounds for rejection of said Vendor's offer, at the State's election

2.6 BID CONTENTS

For each of Vendor's bid, Vendors shall populate all attachments of this IFB that require the Vendor to provide information and include an authorized signature where requested, as outlined below. Vendor IFB responses shall include the following items and they should be arranged in the following order:

- a) Completed and signed version of EXECUTION PAGES, and signed receipt pages of any addenda released in conjunction with this IFB.
- b) Cover Letter (one page maximum)
- c) Title Page (one page maximum): Include the company name, address, phone number and authorized representative along with the IFB Number.
- d) A list of personnel (one page maximum) that are proposed to perform this work including (1) individual's name, (2) years of experience for this type of work, (3) their position (field data collection, data processor, project manager, etc.), and (4) whether or not they are an employee or non-employee (contract employee, subcontractor, or independent contractor). The project manager (the point of contact individual performing the day to day operations, oversight, assignments and quality control) shall be clearly identified. The project manager and any other individuals listed for this work as being in positions labeled as "oversight", "supervisor", "manager", "specialist", "lead" or their cognates shall be considered key personnel.
- e) ATTACHMENT A: PRICING FORM
- f) ATTACHMENT B: LOCATION OF WORKERS UTILIZED BY VENDOR
- g) ATTACHMENT E: EXPERIENCE RATE MODIFIER

2.7 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

- a. **AADT:** Annual Average Daily Traffic
- b. **BUYER:** The employee of the State or Other Eligible Entity that places an order with the Vendor.
- c. **CFI:** Continuous flow intersection
- d. **CONTRACT LEAD:** Representative of the Department of Transportation who corresponds with potential Vendors in order to identify and contract with that Vendor providing the greatest benefit to the State and who will administer the contract for the State.
- e. **E-PROCUREMENT SERVICES:** The program, system, and associated services through which the State conducts electronic procurement.
- f. **ERM:** Experience rate modifier
- g. **FHWA:** Federal Highway Administration
- h. **FRA:** Federal Railroad Administration
- i. **HAZMAT:** Hazardous Material
- j. **HOV:** High occupancy vehicle
- k. **IFB:** Invitation for Bid
- l. **IPS:** Interactive Purchasing System
- m. **LIDAR:** Light detection and ranging
- n. **MUTCD:** The Manual on Uniform Traffic Control Devices
- o. **NCBELS:** North Carolina Board of Examiners for Engineers and Surveyors
- p. **NCDOT:** North Carolina Department of Transportation
- q. **NESC:** National Electric Safety Code
- r. **NOAA:** National Oceanic and Atmospheric Administration
- s. **NWS:** National Weather Service
- t. **ON-TIME DELIVERY:** The delivery of all items within a single order to the receiving point designated by the ordering entity within the delivery time required.

- u. **OSHA:** Occupational Safety and Health Administration
- v. **PHF:** Peak Hour Factor
- w. **PPD:** PostScript Printer Description file
- x. **QUALIFIED BID:** A responsive bid submitted by a responsible Vendor.
- y. **REGION A:** NCDOT Highway Divisions 1 and 2
- z. **REGION B:** NCDOT Highway Divisions 3, 4, 5, 6, 7, and 8
- aa. **REGION C:** NCDOT Highway Divisions 9, 10, and 12
- bb. **REGION D:** NCDOT Highway Divisions 11, 13, and 14
- cc. **SOP:** Safe operating procedures
- dd. **STATE:** The State of North Carolina, including any of its sub-units recognized under North Carolina law.
- ee. **STATE AGENCY:** Any of the more than 400 sub-units within the executive branch of the State, including its departments, boards, commissions of higher education and other institutions.
- ff. **STATE DEPARTMENTS:** Department of Administration, Department of Agriculture, Department of Commerce, Department of Cultural Resources, Department of Environmental And Natural Resources, Department of Health and Human Services, Department of Insurance, Department of Justice, Department of Labor, Department of Public Instruction, Department of Public Safety, Department of Revenue, Department of State Treasurer, Department of the Secretary of the State, Department of Transportation, Wildlife Resources Commission, Office of Information Technology Services, Office of Budget and Management, Office of the Governor, Office of the Lieutenant Governor, Office of The State Auditor, Office of the State Controller.
- gg. **TEAAS:** Traffic Engineering Accident Analysis System
- hh. **TEPPL:** Traffic Engineering Policies, Practices, and Legal Authority
- ii. **TMG:** Traffic Monitoring Guide (FHWA)
- jj. **VENDOR:** Supplier, bidder, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to a RFP or IFB.

2.8 NOTICE TO VENDORS REGARDING TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions, the State's terms and conditions, all relevant exhibits and attachments, and any other components made a part of this IFB, and comply with all requirements and specifications herein. Vendors also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this IFB.

If Vendors have questions, issues, or exceptions regarding any term, condition, instruction or other component within this IFB, those must be submitted as questions in accordance with Section 2.4 BID QUESTIONS. If the State determines that any changes will be made as a result of the points raised, then such decisions will be communicated in the form of an IFB addendum. The State may also elect to leave open the possibility for later negotiation of specific components of the Contract that have been addressed during the question and answer period. Other than through this process, the State will reject and shall not be required to evaluate or consider any additional or modified terms and conditions or Instructions to Vendor submitted with Vendor's response. This applies to any language appearing in or attached to the document as part of the Vendor's response that purports to vary any terms and conditions or Vendors' instructions herein or to render the bid non-binding or subject to further negotiation. **By execution and delivery of a bid in response to this this Invitation for Bids, Vendor agrees that any additional or modified terms and conditions, including Instructions to Vendors, whether submitted purposely or inadvertently, or any purported condition to the offer shall have no force or effect, and will be disregarded. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's bid.**

If a Vendor desires modification of the terms and conditions of this solicitation, it is urged and cautioned to inquire during the question period, in accordance with the instructions in Section 2.4 BID QUESTIONS, about whether a specific, proposed modification is acceptable to or will be considered by the State. Identification of objections or

exceptions to the State's terms and conditions in the bid shall not be allowed and shall have no effect. By executing and submitting its bid in response to this IFB, Vendor understands and agrees that the State may exercise its discretion not to consider any and all proposed modifications a Vendor may request.

3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

3.1 METHOD OF AWARD

All qualified bids will be evaluated and award or awards will be based on lowest responsive bid meeting specifications and requirements as follows...

Data Type	Vendors
Turning Movement – Standard Intersection	Six (6) Vendors per Region
Volume/Speed/Class – Single Location	Four (4) Vendors per Region
Volume/Speed/Class – Rail Division Groups	Seven (7) Vendors per Region
Compliance	Three (3) Vendors per Region
Volume/Class – Non-Motorist	Three (3) Vendors per Region
All other traffic data collection items	Two (2) Vendors per Region

While the intent of this IFB is to award a Contract to multiple vendors for all line items, the State reserves the right to make separate awards to different Vendors for one or more line items, to not award one or more line items or to cancel this IFB in its entirety without awarding a Contract, if it is considered to be most advantageous to the State to do so.

The status of a Vendor's e-Procurement Services account(s) that is in arrears by 91 days or more at the time of bid opening shall be considered a relevant factor in determining whether to award a Contract under this IFB.

3.2 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT B: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this IFB, the State may, for purposes of evaluating proposed or actual contract performance outside of the United States, also consider how that performance may affect the following factors to ensure that any award will be in the best interest of the State:

- a) Total cost to the State
- b) Level of quality provided by the Vendor
- c) Process and performance capability across multiple jurisdictions
- d) Protection of the State's information and intellectual property
- e) Availability of pertinent skills
- f) Ability to understand the State's business requirements and internal operational culture
- g) Particular risk factors such as the security of the State's information technology
- h) Relations with citizens and employees
- i) Contract enforcement jurisdictional issues

3.3 BID EVALUATION PROCESS

1. Bids are requested for the items as specified. The State reserves the right to reject any bid on the basis of fit, form and function as well as cost. All information furnished on this bid may be used as a factor in determining the award of this contract.
2. At that date and time specified as the bid opening, the package containing the bids from each responding firm will be opened publicly and the name of the Vendor and the price(s) bid announced (if requested by a responsive Vendor who is physically present at the bid opening).
3. The State shall review all Vendor responses to this IFB to confirm that they meet the specifications and requirements of the IFB. The State reserves the right to waive any minor informality or technicality in bids received.
4. For all responses that pass the initial review process, the State will review and assess the Vendors' pricing. The State may request additional formal responses or submissions from any or all Vendors for the purpose of clarification or to amplify the materials presented in any part of the bid. Vendors are cautioned, however, that the State is not required to request clarification, and often does not. Therefore, all bids should be complete and reflect the most favorable terms available from the Vendor. Prices bid cannot be altered or modified as part of a clarification.
5. Bids will be evaluated, based on the award criteria identified in Section 3.1 METHOD OF AWARD.

Upon completion of all evaluations, the State will make Award(s) based on the evaluation and post the award(s) to IPS under the IFB number for this solicitation.

Award of a Contract to one Vendor does not mean that the other bids lacked merit, but that, all factors considered, the selected bid was deemed most advantageous and represented the best value to the State.

Vendors are cautioned that this is an invitation for bids, not a request or an offer to contract, and the State reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the State.

NOTE: During the evaluation period and prior to award, all information concerning the bid and evaluation is confidential, and possession of the bids and accompanying information is limited to personnel of the issuing agency and any third parties involved in this procurement process, and to the committee responsible for participating in the evaluation. Any attempt on behalf of a Vendor to gain such confidential information, or to influence the evaluation process (e.g., contact anyone involved in the evaluation, criticize another Vendor, offer any benefit or information not contained in the bid) in any way is a violation of North Carolina purchasing law and regulations and shall constitute sufficient grounds for disqualification of Vendor's offer from further evaluation or consideration in the discretion of the State.

4.0 REQUIREMENTS

This Section lists the requirements related to this IFB. By submitting a bid the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements and terms and conditions stated in this IFB. If a Vendor is unclear about a requirement or specification or believes a change to a requirement would allow for the State to receive a better bid, the Vendor is urged and cautioned to submit these items in the form of a question during the question and answer period in accordance with Section 2.4.

4.1 VENDOR REQUIREMENTS

1. Vendors shall be Prequalified "Traffic Data Collection" (Discipline Code 309) by the North Carolina Department of Transportation prior to the public opening of the bids. Vendors not prequalified prior to the public opening of the bids shall not be considered.
2. Vendors shall complete and return the Pricing form (see Attachment A). Vendors not providing this information shall render the bid non-responsive and it shall be rejected.
3. Vendors shall provide their Federal Employer Identification Number or alternate identification number. Vendors not providing this information shall render the bid non-responsive and it shall be rejected.
4. Vendors shall provide their Experience Rate Modifier (see Attachment E) and indicate whether it is intrastate or interstate. Vendors not providing this information shall render the bid non-responsive and it shall be rejected. Vendors having an Experience Rate Modifier greater than 1.40 shall not be considered.
5. Vendors shall be registered with the North Carolina Department of the Secretary of State to do work in North Carolina prior to the public opening of the bids. Vendors not registered prior to the public opening of the bids shall not be considered.
6. Vendors shall identify the project manager (the point of contact individual performing the day to day operations, oversight, assignments and quality control) for this work and shall indicate their years of experience on directly related projects. Vendors not providing this information shall render the bid non-responsive and it shall be rejected. Vendors with project managers having less than five (5) years of directly related experience shall not be considered.
7. Vendors shall provide a list of individuals (in addition to the project manager) proposed to be used for this work and shall include names, positions, years of experience on directly related projects, and whether or not they are an employee or a non-employee. Vendors not providing this information shall render the bid non-responsive and it shall be rejected.

4.2 VENDOR RESPONSIBILITIES AND REQUIREMENTS

1. The term "Vendor" used in this subsection means the prime contractor/vendor and any contract employees, subcontractors and/or independent contractors that may be used by the prime contractor.
2. All original calculations, field notes, drawings, videos, data files, and any other necessary project information prepared by Vendors (electronic and hard copy) shall be the property of the NCDOT and shall be turned over to the NCDOT upon completion of the work or when requested. The retention of traffic data records by Vendors shall conform to item 38408 (Traffic Count File) of the Traffic Safety Unit's current Records Retention and Disposition Schedule, which may be reviewed at the following URL:

http://stateschedules.ncdcr.gov/Schedules/Department%20of%20Transportation/Division%20of%20Highways/Traffic%20Engineering%20and%20Safety%20Systems%20Branch/Traffic%20Safety%20Unit/DOT_dohTrafficSafetyUnit.pdf
3. Vendor shall be responsible for ensuring that submittals are accurate and in a format compatible with NCDOT analysis software or needs (current and future).
4. Vendor shall obtain approval prior to making any changes on original requests.

5. If requested to collect data when schools are in session, Vendor shall be responsible for contacting the appropriate schools (public, private, traditional, year-round, colleges, universities, day cares, etc.) to verify that the schools will actually be in regular session (not delayed openings, early release days, teacher workdays, track-out days, etc.). Vendor shall be responsible for requesting further instructions if school closure or other events affects requested deadlines. Vendor shall notify any affected schools of the date, time, and location of traffic data collection prior to conducting the actual work and explain what affects, if any, the data collection will have on traffic to and from the school. All correspondence shall be documented.
6. Vendor shall notify appropriate law enforcement agencies (Highway Patrol, Police, Sheriff, University, etc.) of the date, time, duration, and location of traffic data collection prior to conducting the actual work, preferably at least twenty-four (24) hours in advance.
7. Vendor shall be responsible for obtaining and securing all necessary permissions for the use of utility poles, public vehicular areas, right-of-way, etc., prior to collecting data. Vendor shall make this information available when requested.
8. Vendor personnel shall be equipped with cellular telephones or other communication devices to facilitate resolution of potential problems regarding the work.
9. Vendor personnel shall have identification (personal and company) at all times.
10. Any vehicles used on this project shall be equipped with signs identifying and prominently displaying the name of the Vendor.
11. Vendors shall be responsible for the completeness, accuracy, presentation, and review of any work sublet to others.
12. Vendor shall be responsible for the safety of its personnel, counters, count equipment installers, and the traveling public and shall adhere to all applicable state and federal occupational safety and health laws and regulations. Any locations with unsafe conditions (including, but not limited to, sight distance, roadway geometry, environmental conditions, and traffic flow) shall be reported to the requestor without collecting data. Vendor shall also conform to DOT Workplace Safety Manual SOP and MUTCD standards for mobile operations (if applicable).
13. Vendor shall be responsible for ensuring its personnel adhere to applicable state and federal labor laws and regulations regarding work hours, breaks, etc.
14. The size of all non-video electronic submittals (PDF, PPD, spreadsheets, etc.) should be no greater than six (6) megabytes (MB).
15. Submittals shall match a naming convention provided by NCDOT.
16. Vendors shall be responsible for the presentation and explanation of their work (methods, equipment, standard practices, etc.) at any meetings, hearings, consultations, discussions, and field conferences as requested by the NCDOT.
17. Vendors shall be required to cooperate and coordinate fully with other Vendors, municipalities, local officials, etc., as directed by the NCDOT.
18. Any revisions to the collected data shall be provided to the NCDOT. If failure to do so results in incorrect designs in plans prepared by others, the Vendor shall be fully liable for all claims against the DOT including redesign costs, delay costs, and the cost of other corrective measures as determined to be necessary by the NCDOT.

19. If Vendor receives instructions or directions that are considered beyond the scope of work as outlined in the specifications then no work shall be performed until the matter is resolved.
20. Vendor shall notify the NCDOT of significant changes within the Vendor (e.g., change of address, telephone number, project-related personnel changes, hiring or separation of project-related subcontractors or independent contractors, etc.). This responsibility includes ensuring the Vendor's prequalification information is current in the NCDOT's files.
21. Vendor shall maintain all books, documents, papers, records, and other information pertaining to work and costs incurred on this project and to make such materials available at its offices at all reasonable times during the contract period and for three (3) years from the date of final payment for inspection by the NCDOT or its designees.
22. Each signed request letter received by the Vendor from the NCDOT shall be considered a notice to proceed for that specifically requested work and location.
23. If automated data collection equipment is used (such as tubes, inductive plates, video cameras, active/passive infrared equipment, etc.) then the Vendor shall verify that the equipment is calibrated and working properly when installed.
24. Vendor personnel shall keep the request letter (see Section 4.0.3 "NCDOT Responsibilities and Requirements") with them at all times while collecting data.
25. If Vendor utilizes video or other technology that requires attachment to any poles, utilities, or other structures, they shall have prior approval from the structure owner and they shall be bonded, a licensed electrician, and have general liability insurance, and all work shall be in compliance with the NESC.
26. All work performed shall comply with federal, state and local statutes, ordinances, and codes.
27. All work performed shall comply with federal, state and local safety regulations and procedures.
28. Vendors shall complete all assignments, regardless of due date or submittal date, if they are assigned prior to the end of the contract.
29. Vendor shall be available for work on this project on and after the effective date provided in the Notice of Award.
30. Some weather conditions require the Vendor to contact the requestor to indicate that the Vendor will not proceed with the data collection and postpone to another eligible date. All such notifications shall be by email prior to sending any personnel to the target site.
31. Vendor personnel shall provide on request to law enforcement officers, school officials, citizens, etc., their names, the names and phone numbers of their supervisors, and the name and phone number of the NCDOT data collection program manager in order to facilitate independent verification of the validity of the work.
32. Vendor personnel shall not speculate, or provide opinions, on why the data is being collected, what it will be used for, or the potential results of any analysis.

33. Vendors utilizing contract employees, subcontractors and/or independent contractors shall:
- a. Ensure all contract employees, subcontractors, and/or independent contractors are prequalified by the Transportation Mobility and Safety Division for item 309 (Traffic Data Collection) prior to performing any work
 - b. Notify NCDOT of their intent to utilize contract employees, subcontractors, and/or independent contractors prior to having them perform any work, and
 - c. Provide NCDOT a list of contract employee, subcontractor, and/or independent contractor personnel names, and their contractor name, prior to having them perform any work.

Independent (Sub) Contractor and Employee (common-law employee) Definitions:

<http://www.irs.gov/Businesses/Small-Businesses-&Self-Employed/Independent-Contractor-Self-Employed-or-Employee>

34. Vendor shall maintain updated insurance information with NCDOT in the types and amounts specified in the "North Carolina General Contract Terms and Conditions" (see Attachment B). Contract employees, subcontractors, and independent contractors utilized by the prime contractor for this work shall also maintain updated insurance information with NCDOT in the same types and amounts. Updated insurance information should be provided as soon as possible following any renewals and/or coverage changes. No work shall be assigned without current insurance information being on file with NCDOT from all Vendors including contract employees, subcontractors, and independent contractors.
35. Vendor shall ensure that any personnel (employee, contract employee, subcontractor, or independent contractor) working on this project is legally able to work on this project.
36. Vendor shall provide a current/updated list of employees, contract employees, subcontractors, and independent contractors within three (3) business days whenever requested by NCDOT.
37. Vendor shall verify the status (current or former) and standing (employee, contract employee, subcontractor, or independent contractor) of any names provided by NCDOT within two (2) business days whenever requested by NCDOT.
38. Vendor shall not extrapolate/interpolate data.
39. Vendor shall notify NCDOT within one (1) business day of any incident resulting in injuries or fatalities to any individual, or damage in any amount equal to or exceeding \$2,000 to any property, as a result of doing work on this project, shall submit a form approved by NCDOT specifying the details of the incident within five (5) business days of the incident, and shall fully cooperate with any subsequent questions or investigations related to the incident.
40. This project is for the collection of data. Unless otherwise specifically required or prohibited by NCDOT, the Vendor has wide latitude as to the number of personnel, methods, and/or number and types of equipment used to collect the data.
41. Vendor shall point out any discrepancies that may exist between route numbers and/or street names in the field versus what NCDOT has provided on the request.
42. Vendor shall conform to specific measures for the quality control, validity, and acceptance of data as developed and distributed by NCDOT. However, data that appears to be suspect or has inconsistencies or imbalances that are unreasonable or cannot be explained may need to be re-tabulated or re-counted at no cost to NCDOT.

43. Vendor shall provide copies of equipment test and calibration logs upon request and within five (5) business days of the request.

4.3 NCDOT RESPONSIBILITIES AND REQUIREMENTS

1. NCDOT shall provide written requests, which shall describe the location, duration, collection times, and type each traffic data collection to be performed.
2. NCDOT shall provide a map of each location (and an approximate location for any equipment installation, if applicable).
3. NCDOT shall provide an estimated vehicle volume AADT for each location as appropriate and if available.
4. NCDOT shall coordinate and submit all requests to the Vendor.
5. NCDOT shall provide quarterly evaluations to each Vendor based on timeliness (adherence to deadlines), responsiveness/cooperation, and quality (completeness and accuracy).
6. NCDOT, upon verification of completed work and processing of any Vendor invoice, shall make payment to the Vendor.
7. NCDOT shall extend due dates by a number of business days equal to the length of any postponements if a request is postponed due to predicted precipitation. All guidance on precipitation and postponements shall be by email.
8. NCDOT shall provide a naming convention for submittals.
9. NCDOT shall provide "Feature User" access in TEAAS to Vendors as requested.
10. NCDOT shall notify Vendors of any future changes in submittal formats and/or software needs as soon as practical along with detailed information of the changes and shall provide reasonable time frames for conformity.
11. NCDOT shall notify Vendors of any future specifications for quality control and acceptance of data as soon as practical and shall provide reasonable time frames for conformity.
12. NCDOT shall have the right to approve or reject any Vendor or subcontractor personnel for this project, with or without cause or reason.

4.4 OTHER REQUIREMENTS AND SPECIAL TERMS

1. Collection and processing of basic raw traffic data is technician level work and does not require certification under the purview of a licensed professional engineer nor requires the Vendor to be licensed or registered with the NCBELS.
2. NCDOT does not differentiate between contract employees, subcontractors, and independent contractors and, therefore, considers all contract employees and independent contractors to be subcontractors under the various terms of this contract. As such, all contract employees, subcontractors, and independent contractors shall follow pre-established Departmental rules (such as being prequalified to do the work they are engaged in and submitting appropriate subcontractor paperwork) and contractual requirements (such as meeting insurance coverage, being approved by the NCDOT prior to conducting any work, and adhering to all other contract provisions and conditions). In short, all contract employees, subcontractors, and independent contractors are required to meet all the same requirements as the prime contractor (Vendor), and prime contractors (Vendors) are required to inform NCDOT prior to using a contract employee, subcontractor, or independent contractor.
3. Reasonable extensions to time frames or deadlines may be made by mutual consent by all involved parties for unforeseen or unavoidable delays, or interference with the usual or normal traffic pattern or flow of a location.
4. Traffic data collection generally requires a two-week turnaround. However, turnaround times may be reduced to as little as one week for expedited counts or extended to as much as one month for week-long (24/7) counts or batch/group counts (i.e. multiple count locations). Deadlines shall be specified when a data collection request is made.
5. All portions of a submittal (PDF, PPD, spreadsheets, video, etc.) must be received by close of business (5:00 p.m. eastern time) on the specified deadline date in order to get credit for an on-time submittal.
6. All submittal items (PDF, PPD, spreadsheets, etc.), and each page and/or file therein (if multiple pages and/or files) shall be labeled with the count number.
7. Requests may be on specific days, dates, and/or times (including weekends and holidays).
8. Peak hours shall be defined as 7:00 a.m. to 9:00 a.m. (AM peak), 11:00 a.m. to 1:00 p.m. (lunch peak), and 4:00 p.m. to 6:00 p.m. (PM peak), unless otherwise specified. Data collectors should not take breaks during peak hours.
9. Volume/speed/class data may be collected between 6:00 a.m. on Mondays and 6:00 p.m. on Fridays, unless otherwise specified. All other data shall be collected between 2:00 p.m. on Mondays and 2:00 p.m. on Fridays, unless otherwise specified.
10. Any award, if awarded, is not a guarantee of work.
11. Any award pursuant to this IFB shall have an effective date as provided in the Notice of Award.
12. TEAAS features reports shall be considered the official record for the purposes of distances.
13. For non-motorist (bicycle and pedestrian) data collection, locations may be on road (i.e. streets and roads) or off road (i.e. sidewalks, greenways, etc.), and they may be paved or unpaved.

14. An intersection with offset approaches shall be considered one location if the offset approaches are within one hundred fifty (150) feet of each other, at their nearest points, regardless of the type or amount of any traffic control devices.
15. Intersections are defined as those portions of a roadway that allow for more than one movement (through, left, right, and/or U-turn) regardless of mode type (motor vehicle, bicycle, pedestrian, etc.) or traffic control (sign, signal, roundabout, etc.).
16. Video submittals shall have a date and time stamp and shall be clear and useful (i.e. fully capture all vehicles entering, traveling through, turning, and/or stopping at a specific location, and shall not be blocked by truck tractors with trailers such as FHWA classes 8-13). Where necessary (such as collecting compliance data), video shall also capture traffic control devices (such as stop bars and signal indications) and shall have the capacity to capture the exact time (part of a second) when a signal indication changes or signals/flashers are activated/deactivated. At a minimum, video should be color at 24 frames per second, 352 x 240 pixels, 1.5 Mbps (VBR), and playable on Windows Media Player version 12.
17. No data shall be collected on holidays, during road/street closures, in work zones, etc., unless otherwise directed. Vendor shall verify with the requestor whether or not to proceed with the work if any of these activities are present unless already indicated on the notice to proceed.
18. No data shall be collected during extreme weather conditions unless otherwise directed. Extreme weather conditions, for the purposes of this IFB, include any active or projected non-frozen precipitation of a long duration, active or projected frozen precipitation that is expected to affect travel (i.e. close schools, cover roads and sidewalks, etc.), temperatures below 30° Fahrenheit, temperatures above 100° Fahrenheit, or fog that is thick enough to hide approaches, traffic signal indications, or other items necessary for the data collection. The Vendor shall email the requestor, and copy the NCDOT Traffic Data Collection Program Manager, to ask for guidance on whether or not to proceed with the data collection or to postpone (prior to sending personnel to the site). Due dates shall be extended by a number of business days equal to the length of any postponements.
19. No data shall be collected in the immediate aftermath of a natural or other disaster if the disaster affects traffic flows in the area.
20. Data collection equipment shall not be installed in travel lanes on roads/highways with posted speed limits greater than fifty-five (55) miles per hour (MPH).
21. Statutory definitions shall apply unless an item is specifically defined otherwise within this IFB.
22. Unless otherwise specified herein, data collection methods and submittals should conform to the most recent edition of the FHWA Traffic Monitoring Guide.

4.5 CONTRACT TERM

The Contract shall have a term of three (3) years, beginning on the date the Contract is executed by the State (the "Effective Date").

In addition, the State reserves the right to extend a contract term for a period of up to 180 days in 90-day-or-less increments.

4.6 PRICING

Bid price shall constitute the total cost to Buyer for complete performance in accordance with the requirements and specifications herein, including all applicable charges handling, administrative and other similar fees. Vendor shall not invoice for any amounts not specifically allowed for in this IFB. Complete ATTACHMENT A: PRICING FORM and include in IFB.

4.7 DELIVERY

All projects shall be completed by the assigned due date(s) and all data shall be delivered in the format(s) specified herein. Delivery shall not be considered to have occurred until all deliverables are accurate and complete. Vendors shall be evaluated on timeliness/adherence to deadlines.

4.8 AUTHORIZED RESELLER

This section intentionally left blank.

4.9 QUALITY ACCEPTANCE

Project deliverables will be reviewed for quality, and Vendors shall be evaluated on quality.

4.10 PRODUCT RECALL

This section intentionally left blank.

4.11 WARRANTY

Vendor warrants that all project deliverables furnished under this IFB will be new and of good quality in accordance with industry standards. Vendor also warrants that all equipment used to collect data under this IFB is calibrated, installed, and used in accordance with manufacturer's specifications. The warranty will be for a period of three (3) months from the date the data is collected. Such warranty shall cover the cost of re-counting and/or re-analyzing all incorrect data submittals including labor, deliverable hardware (DVDs, etc.), and technicians travel at no additional cost to the State.

The report of a problem does not presuppose that every correction must result in an "on-site" re-count. The Vendor and/or subcontractor shall utilize best efforts to resolve problems in a timely fashion through the use of acceptable methods to include, but not limited to, verbal problem analysis and re-analysis of already collected data. The warranty requirement does not impose any additional duty on the State to make other than normal and good faith problem resolution efforts or expenditures of time.

4.12 REFERENCES

Vendors shall provide up to three (3) references for which their company has provided data of substantially the same features and quantity to those solicited herein. The State may contact these users to determine the data provided are substantially similar to those bid herein and Vendor's performance has been satisfactory. Such information may be considered in the evaluation of the bid.

COMPANY NAME	CONTACT NAME	E-MAIL

4.13 SAMPLES

Samples are not required prior to bid opening date; however, if required later, Vendor agrees to furnish samples of items offered at no expense to the State within five (5) consecutive calendar days after request is made by the State. Vendors who do not comply with this requirement are subject to having their bids rejected without further consideration.

4.14 ESTIMATED QUANTITIES

Any quantities listed in this IFB, discussed during the pre-bid meeting, or mentioned during the question response period are estimates based on the State's historical and anticipated needs. The State shall not be obligated to provide any amount of work represented by the estimated quantities contained herein or any other quantities.

4.15 PRICE ADJUSTMENTS

Prices bid by the Vendor shall be held constant for the entire duration of the contract. Price adjustments will not be allowed.

4.16 INVOICES

The Vendor shall provide invoices as follows:

- The Vendor shall submit one monthly invoice within fifteen (15) calendar days following the end of each month in which work was performed.
- Invoices must be submitted to the NCDOT Contract Lead in hard copy on the Contractor's official letterhead stationery and must be identified by a unique invoice number.
- Invoices must bear the correct contract number and purchase order number to ensure prompt payment. The Vendor's failure to include the correct purchase order number may cause delay in payment.
- Invoices shall include individual request numbers, Highway Divisions, type(s) of traffic data collected, amounts based on the assignment (notice to proceed) date, and shall state the billing cycle (beginning and ending dates), the total amount of fees due, and the original signature of the Vendor's project manager.
- Invoices shall also contain Vendor's billing address.

5.0 SCOPE OF WORK

This IFB is for the collection of traffic data for NCDOT/ Transportation Mobility and Safety Division. This data is used by a wide variety of business units in the NCDOT for project development, safety and mobility initiatives, planning, and forecasting.

The work in general shall consist of collecting site information and traffic data for each requested location to include vehicle turning movement, volume/speed/class, and other data types as indicated below. Most work shall have a two (2) week deadline, but some deadlines may be longer or shorter depending on the type of traffic data collected or the sensitivity of the specific request. Deliverables will generally consist of a summary of site information, a summary of weather conditions, maps, pictures, tabulated and summarized traffic data, and, in some cases, video.

5.1 SITE DATA

Vendor shall compile site data of each requested location (regardless of data collection type) to include, but not limited to, the following:

1. Assignment number (count number, order number, station number, etc.), count type, contractor's name and contact information (address, telephone numbers, etc.), responsible employee's name, data collector name(s), data processor name(s), collection date(s), collection times, and break times (if appropriate).
2. Estimated volume based on collected data (or an average 24-hour volume if data is collected over multiple days).
3. Official weather conditions for the general area including maximum temperature (Fahrenheit), minimum temperature (Fahrenheit), precipitation (inches), snowfall (inches), average sky cover (0.0 – 1.0), and weather conditions (sunshine, rain, light rain, fog, haze, etc., or "no significant weather was observed") for each day counted. Local climate information recorded at NOAA shall be considered the official record for this information (<http://www.nws.noaa.gov/climate/>).

4. Observed weather conditions for the site for each day counted (same categories as above), if on site during data collection.
5. Method of collection (manual, video, automated, etc.) and tabulation (PETRAPro® analysis software, NCDOT Axle Based Classification tree, etc.) of the data. Manufacturer, model, and type of equipment used to collect the data (Jamar® TDC-12 electronic count board, TRAX® automatic data recorder, Wavetronix® Smart Sensor V, etc.). Also include the configuration of the sensors, if applicable.
6. General location type (intersection, corridor, multi-use path, driveway, crosswalk, roundabout, superstreet, railroad crossing, bridge, etc.).
7. Site sketch including the name and address of each development (stores, banks, fast food, etc.) in each quadrant, or on either side, of the location (if present). This shall also include a description of any landmarks, intersections, generalized land use, interchanges, and driveways adjacent to, and in close proximity with, the location, and the location(s) of observers (counters) and/or data collection equipment.
8. Statement of unique conditions (if applicable) of local land uses being served by particular classes of vehicles that may cause higher volumes for the classes (such as a quarry being served by dump trucks).
9. NCDOT division, county name, city name (if applicable), orientation of location, and directional north.
10. Identification of approaches by interstate (I), primary (US, NC), or secondary (SR) route number(s) and local street name(s).
11. For each approach, the number of lanes and lane movement designations (left, through, right, or combination).
12. For each approach, posted speed limits (if present), posted school zone speed limits and effective times (if present), and posted advisory speeds (if present).
13. For each approach, a statement as to whether or not the distance to the nearest roadway (non-driveway) stop sign is less than three hundred (300) feet.
14. For each approach, a statement as to whether or not the distance to the nearest traffic signal is less than three hundred (300) feet.
15. For each approach, a statement as to whether or not an at-grade railroad crossing is present within two hundred (200) feet (measured from the stop/yield line to the center of the track nearest to the intersection) and, if present, the measured distance.
16. Photographs of each approach of the location (facing the location AND facing upstream), any automated data collection equipment that has been installed, traffic control devices including signs, signals, and pavement markings (if not already pictured in the approach photographs), and all identification numbers that may be present (signal cabinets, railroad crossing numbers, etc.). Photographs should be current, on-site, and are to be taken under optimal ambient light conditions (generally during daylight). Pictures/photographs/images from third party entities (i.e. Google Maps, Google Earth, Bing, etc.) shall not be used. There should be no more than two (2) photographs per page when submitting deliverables, and time stamps should not interfere with viewing of the relevant items of the photographs (such as signal heads, signs, data collection equipment, etc.).
17. Presence of area lighting (if any).

18. Traffic control devices (such as traffic signals, pedestrian signals, flashers, stop signs, yield signs, railroad crossing gates, pavement markings, etc.), their locations, and their inventory numbers, if applicable (such as signal cabinets, railroad gate cabinets, etc.).
19. Presence of disabled pedestrians, including type of disability, and the approach they cross. If disabled pedestrians were not present, this should also be noted. This shall include disabled pedestrians within any crosswalks and/or crossing within approximately fifty (50) feet of the intersection proper.
20. Presence of highway construction activities that impact the normal flow or patterns of traffic (regardless of distance).
21. Description and time of occurrence of any disruption of normal traffic patterns occurring during data collection (such as crashes, short traffic signal phases, lack of signal progression, signal malfunction, downpours, heavy snow, etc.) and duration of disruption.
22. Statement that the equipment used for data collection was calibrated per manufacturer instructions (if applicable) and operating properly when used or installed.
23. Additional site data as required for the specific traffic data being collected as indicated in the following sections.
24. Date(s) and time(s) of any railroad activations (if railroad gates and/or flashers are present).
25. FRA land use categories defined as the predominant type of development in the vicinity (up to 1,000 feet) as follows:
 - a. Open space – sparsely or undeveloped, lightly populated, or agricultural
 - b. Residential – built up residential area
 - c. Commercial – retail stores and businesses, office and personal services
 - d. Industrial – manufacturing, construction, heavy products, factories, and warehouses
 - e. Institutional – schools, churches, hospitals, parks, and other community facilities

5.2 TURNING MOVEMENT DATA – STANDARD INTERSECTION

Turning movement data is used to determine the number of vehicles making left, right, and through movements over a specified period of time and can be summarized as total volume by movement or separated out by vehicle type (classification). Data collected shall encompass all possible movements (through, left, and/or right; and U-turns if requested) regardless of any traffic control devices (stop/yield signs, signals, directional cross overs, islands, etc.) that may be present. Turning movement data may be taken at intersections or along corridors and shall be by lane, movement, and direction. Standard intersections include single lane roundabouts. The Vendor shall collect and compile turning movement data as follows:

1. Use software consistent with NCDOT needs (primarily PETRAPro®, but other common file types such as a spreadsheet may also be requested)
2. Collect in fifteen (15) minute increments. However, increments of one (1), five (5), thirty (30), and sixty (60) minutes may also be requested.
3. Collect for thirteen (13) hours (from 6:00 a.m. to 7:00 p.m., unless otherwise requested). However, sixteen (16) hour counts (6:00 a.m. to 10:00 p.m., unless otherwise requested) may also be requested.

4. Collect from all approaches (including driveways or access connections that act as an approach).
5. Data shall be in southbound, westbound, northbound, and eastbound order.
6. Pedestrians shall be counted and tabulated on the approach they cross (unless U-turn movements are requested: if U-turn movements are requested then they shall be counted instead of pedestrians). This shall include pedestrians within any crosswalks and/or crossing within approximately fifty (50) feet of the intersection.
7. May include vehicle classifications (**OPTION ONLY – not collected unless requested**).

Option A – NCDOT 4 Class Scheme (default option)

- PV (FHWA classes 1, 2, 3)
- DUALS (FHWA classes 4, 5, 6, 7)
- TTST (FHWA classes 8, 9, 10)
- TWINS (FHWA classes 11, 12, 13)

Option B – Traditional Classes

- Pedestrians (counted and tabulated on the approach they cross)
- Long combination vehicles (five or more axles, including trailers)
- Dump trucks and 3-axle/4-axle trucks
- HAZMAT vehicles (tanker trucks, etc.)
- Trucks (generalized – vehicles with 3 or more axles)
- Emergency Vehicles (police, fire, EMS – shall have lights and/or sirens activated)
- Bicycles
- Mopeds/Scooters
- School buses
- Motorcycles
- Transit buses
- Truck tractors with twin trailers
- Truck tractors with 53' trailers

8. Supply collected data, as follows:
 - a. Data collection reports in one PDF document consisting of a cover sheet with site data, photographs, count data in requested increments, summaries and diagrams of total movements, AM peak hours, and PM peak hours. If classifications have been requested (option A or option B), then count data for each type of classification requested shall also be provided in requested increments, summaries and diagrams of total movements, AM peak hours, and PM peak hours.
 - b. Raw turning movement data in an electronic format (currently, PPD) with column headers (left to right) labeled as, and data ordered as, southbound, westbound, northbound, and eastbound.
 - c. Video data in an electronic format, if requested (DVD is preferred).

5.3 TURNING MOVEMENT DATA – COMPLEX INTERSECTION

Turning movement data for complex intersections is used to determine the number of vehicles making left, right, and through movements over a larger area than a standard intersection for a specified period of time and can be summarized as total volume by movement and separated out by vehicle type (classification). Data collection shall encompass all possible movements (through, left, and/or right; and U-turns if requested) regardless of any traffic control devices (stop/yield signs, signals, directional cross overs, islands, etc.) that may be present. Complex intersections (specifically, but not limited to: superstreets, quadrant lefts, diverging diamond interchanges, traditional interchanges, continuous flow intersections, single point urban interchanges, multiple lane roundabouts, and traffic circles) usually include multiple standard intersections, cross-overs, etc. The Vendor shall collect and compile turning movement data for each part of a complex intersection (individual intersections, U-turn locations, redirected movements, cross overs, etc.), and the entire complex intersection (overall origin and destination), as follows:

1. Use software consistent with NCDOT needs (primarily PETRAPro®, but other common file types such as a spreadsheet may also be requested).
2. Collect in fifteen (15) minute increments. However, increments of one (1), five (5), thirty (30), and sixty (60) minutes may also be requested.
3. Collect for thirteen (13) hours (from 6:00 a.m. to 7:00 p.m., unless otherwise requested). However, sixteen (16) hour counts (6:00 a.m. to 10:00 p.m., unless otherwise requested) may also be requested.
4. Collect from all approaches (including driveways or access connections that act as an approach).
5. Data shall be in southbound, westbound, northbound, and eastbound order.
6. Pedestrians shall be counted and tabulated on the approach they cross (unless U-turn movements are requested: if U-turn movements are requested then they shall be counted instead of pedestrians). This shall include pedestrians within any crosswalks and/or crossing within approximately fifty (50) feet of the intersection.
7. May include vehicle classifications (**OPTION ONLY – not collected unless requested**). If classification is requested, it will follow one of the following two (2) options:

Option A – NCDOT 4 Class Scheme (default option)

- PV (FHWA classes 1, 2, 3)
- DUALS (FHWA classes 4, 5, 6, 7)
- TTST (FHWA classes 8, 9, 10)
- TWINS (FHWA classes 11, 12, 13)

Option B – Traditional Classes

- Pedestrians (counted and tabulated on the approach they cross)
- Long combination vehicles (five or more axles, including trailers)
- Dump trucks and 3-axle/4-axle trucks
- HAZMAT vehicles (tanker trucks, etc.)
- Trucks (generalized – vehicles with 3 or more axles)
- Emergency Vehicles (police, fire, EMS – shall have lights and/or sirens activated)
- Bicycles
- Mopeds/Scooters
- School buses
- Motorcycles
- Transit buses
- Truck tractors with twin trailers

- Truck tractors with 53' trailers
8. Supply collected data, as follows:
 - a. Data collection reports for each part of the complex intersection in one PDF document consisting of a cover sheet with site data, photographs, count data in requested increments, summaries and diagrams of total movements, AM peak hours, and PM peak hours. If classifications have been requested (option A or option B), then count data for each type of classification requested shall also be provided in requested increments, summaries and diagrams of total movements, AM peak hours, and PM peak hours.
 - b. Data collection summary of the complex intersection as a whole in relationship to the "main" intersection (overall origination/destination) in one PDF document consisting of a cover sheet with site data, photographs, count data in requested increments, summaries and diagrams of total movements, AM peak hours, and PM peak hours. If classifications have been requested (option A or option B), then count data for each type of classification requested shall also be provided in requested increments, summaries and diagrams of total movements, AM peak hours, and PM peak hours.
 - c. Raw turning movement data in an electronic format (currently, PPD) with column headers (left to right) labeled as, and data ordered as, southbound, westbound, northbound, and eastbound.
 - d. Video data in an electronic format, if requested (DVD is preferred).

5.4 VOLUME/SPEED/CLASS DATA – SINGLE LOCATION

Volume/speed/class data is generally collected to determine the number, direction, speed, and classification of vehicles at a given location. This data option is only available for locations with posted speed limits of no greater than fifty-five (55) miles per hour (see Section 5.3.11, "Manual Classification Data", for locations with posted speed limits greater than fifty-five (55) miles per hour). The Vendor shall collect and compile volume/speed/class data as follows:

1. Collect for forty-eight (48) continuous hours. However, one hundred sixty-eight (168) continuous hour counts (7 days) may also be requested. If multiple counters are used they shall collect data concurrently with each other.
2. Data collection equipment shall not be installed in any work zones, unless specifically requested.
3. Data shall be collected where traffic flow is steady, preferably at least one thousand (1,000) feet from any intersection or ramp junction. On shorter length segments, counters should be installed mid-block away from higher volume driveways and, if necessary, counters may be staggered by direction to avoid queuing traffic from traffic signals.
4. Collect by lane and direction (or just by direction if a low volume road and no lane delineation) in one (1) hour increments. However, fifteen (15) minute increments may also be requested.
5. The default bins for speed data shall be 0-9.99, 10-14.99, 15-19.99, 20-24.99, 25-29.99, 30-34.99, 35-39.99, 40-44.99, 45-49.99, 50-54.99, 55-59.99, 60-64.99, 65-69.99, 70-74.99, and 75+ (unless otherwise directed).
6. Raw speed data shall be provided in a three (3) column spreadsheet with the columns (from left to right) being as follows: "Vehicle Count", "Time Stamp", and "MPH". The "Vehicle Count" column shall be in whole numbers, the "Time Stamp" column shall be in hours, minutes, and seconds using a 24-hour clock (i.e. "13:05:31"), and the "MPH" column shall be in whole numbers.

7. The default bins for class data shall be the FHWA Thirteen (13) Class Scheme, plus one bin for "Undefined". If count equipment capable of detecting axles is used (two axle sensors per lane) then the FHWA classes shall be determined using the NCDOT Axle Based Classification Tree.
8. The percent (%) "Undefined" should not exceed 15% for any hour for any individual lane, 10% for any hour of the total volume, or 5% for either twenty-four (24) hour period of the total volume.
9. Supply collected data, as defined above, as follows:
 - a. Data collection reports in one PDF document consisting of a cover sheet with site data, photographs, count data (volume, speed, and class) by lane and direction in 1-hour increments (or 15-minute increments, if requested) with daily totals, summaries, percentages, and AM/PM peak hours. Speed data shall also include, by direction, the median, mean, pace, high, low, 85th percentile, and percent of vehicles above the posted speed limit by vehicles. The count number shall be indicated on each page of the document.
 - b. Raw volume data in an electronic format using a spreadsheet provided by the DOT (this spreadsheet may be adjusted as needed for roads with more than two lanes).
 - c. Video data in an electronic format, if requested (DVD is preferred).

5.5 VOLUME/SPEED/CLASS DATA – RAIL DIVISION GROUPS

Volume/speed/class data is generally collected to determine the number, direction, speed, and classification of vehicles at a given location. Also, data for at-grade railroad crossing is required by the Rail Division as part of its Investigative Index (II) produced every April and for the FRA crossing inventory. The Vendor shall collect and compile volume/speed/class data as follows:

1. Collect for forty-eight (48) continuous hours.
2. Data collection equipment shall not be installed in any work zones, unless specifically requested.
3. Data shall be collected where traffic flow is steady, preferably at least one thousand (1,000) feet from any intersection or ramp junction. On shorter length segments, counters should be installed mid-block away from higher volume driveways and, if necessary, counters may be staggered by direction to avoid queuing traffic from traffic signals.
4. Collect by direction in one (1) hour increments. However, fifteen (15) minute increments may also be requested.
5. Locations will be assigned individually for non-railroad crossing locations. Locations involving railroad crossings will be assigned in groups of no more than twenty-five (25) crossings, all within the same Highway Division and, where possible, within general proximity to each other.
6. For groups of counts being conducted for the Rail Division, if normal traffic flow is affected by construction at one or more locations, or the location is on a gravel road or within an intersection, then the contractor shall contact the requestor and consideration will be given to replacing the affected location with another within the same Highway Division. Submittal due dates shall be extended a minimum of two business days for each location replacement.
7. Data shall be collected throughout the year. However, locations involving at-grade railroad crossings shall only have data collected during the months of January through May and September through November.

8. The default bins for speed data shall be 0-9.99, 10-14.99, 15-19.99, 20-24.99, 25-29.99, 30-34.99, 35-39.99, 40-44.99, 45-49.99, 50-54.99, 55-59.99, 60-64.99, 65-69.99, 70-74.99, and 75+ (unless otherwise directed).
9. Raw speed data shall be provided in a three (3) column spreadsheet with the columns (from left to right) being as follows: "Vehicle Count", "Time Stamp", and "MPH". The "Vehicle Count" column shall be in whole numbers, the "Time Stamp" column shall be in hours, minutes, and seconds using a 24-hour clock (i.e. "13:05:31"), and the "MPH" column shall be in whole numbers.
10. The default bins for class data shall be the FHWA Thirteen (13) Class Scheme, plus one bin for "Undefined". If count equipment capable of detecting axles is used (two axle sensors per lane) then the FHWA classes shall be determined using the NCDOT Axle Based Classification Tree.
11. The percent (%) "Undefined" should not exceed 10% for any hour of the total volume or 5% for either twenty-four (24) hour period of the total volume.
12. Data collected for individual location assignments shall be due within one to two weeks, consistent with other specifications within this IFB. However, data collected for groups of at-grade railroad crossings shall be due within thirty (30) calendar days of the assignment.
13. Supply collected data, as defined above, as follows:
 - a. Data collection reports in one PDF document consisting of a cover sheet with site data, photographs, FRA land use categories (if the location is at a railroad crossing), count data (volume, speed, and class) by direction in 1-hour increments (or 15-minute increments, if requested) with daily totals, summaries, percentages, and AM/PM peak hours. Speed data shall also include, by direction, the median, mean, pace, high, low, 85th percentile, and percent of vehicles above the posted speed limit by vehicles. The count number and crossing number shall be indicated on each page of the document.
 - b. Raw volume data in an electronic format using a spreadsheet provided by the DOT.
 - c. For requests with groups of locations at railroad crossings, a summary spreadsheet (provided by the DOT) named "YY-MM-DIV-##" (where YY is the two-digit year, MM is the two-digit month, and ## is the two-digit division number, using leading zeros where appropriate).
 - d. Video data in an electronic format, if requested (DVD is preferred).

5.6 SPOT SPEED DATA

Spot speed data is generally collected to determine the approximate free flow speed of vehicles at a particular location. The Vendor shall collect and compile spot speed data as follows:

1. Free flow speeds collected from randomly selected isolated vehicles or the lead vehicle of randomly selected platoons.
2. LIDAR shall be used to collect speeds.
3. Vehicles and personnel shall be as inconspicuous as possible.
4. No spot speed data shall be collected if any lane closures or active construction/maintenance work is located within two (2) miles of the target site, unless otherwise requested or the work zone is the target site.

5. Collect for four (4) continuous hours (approximately 2 hours per direction), or a minimum specified number of cars and trucks per direction, whichever comes first (begin and end times to be provided by requestor).
6. Collection by lane may also be requested (**OPTION ONLY – not collected unless requested**).
7. Vehicle speeds may be broken out for long combination vehicles (truck tractors with trailers, FHWA classifications 8-13) if requested (**OPTION ONLY – not collected unless requested**).
8. Supply collected data, as defined above, as follows:
 - a. Data collection reports in one PDF document consisting of a cover sheet with site data, photographs, and the median, mean, pace, high, low, 85th percentile and percent of vehicles above the speed limit by vehicles in each direction (additional tabulations for long combination vehicles, if requested).
 - b. Raw speed data showing individual data points in an electronic format (Excel spreadsheet).
 - c. Video data in an electronic format, if requested (DVD is preferred).

5.7 DELAY DATA

Delay data is collected to determine the time, in seconds, that vehicles have to wait at a location, usually a stop controlled or signalized intersection. This data is typically collected for the approach with the highest estimated volume during the critical peak hours to obtain delay characteristics while traffic is operating under the heaviest conditions. The Vendor shall collect and compile delay data as follows:

1. Collect in fifteen (15) second intervals.
2. Collect for two (2) continuous hours (begin and end times and approach to be provided by requestor).
3. Additional approaches may be requested (**OPTION ONLY – not collected unless requested and additional approach/approaches are specified by requestor**).
4. Supply collected data, as follows:
 - a. Data collection reports in one PDF document consisting of a cover sheet with site data, photographs, and delay data in 15-second intervals.
 - b. For un-signalized locations, the data collection reports should also include a statistical summary for all the data (for each approach counted) to include total vehicle count, delayed vehicle count, average stopped time, maximum stopped time, minimum seconds for delay, average queue, queue density, and maximum queue.
 - c. For signalized locations, the data collection reports should also include a statistical summary for all the data (for each approach counted) to include total vehicle count (approach total), delayed vehicle count (stopped volume), total delay, average delay per stopped vehicle, average delay for all vehicles, and the percent of vehicles stopped.
 - d. Raw delay data showing individual data points in an electronic format (PPD file if an electronic count board is used, or Excel spreadsheet if another method is used).
 - e. Video data in an electronic format, if requested (DVD is preferred).

5.8 GAP DATA

Gap data includes the time and/or distance between vehicles passing a particular point on a roadway. Gap data is usually collected for the critical peak period. The Vendor shall collect and compile gap data as follows:

1. No gap data shall be collected if any lane closures or active construction/maintenance work is located within two (2) miles of the target site, unless the work zone is the target site.
2. Collect for all lanes in each direction.
3. Collect in intervals of fifteen (15) minutes.
4. Summarize in bins of two (2) seconds to thirty-plus (30+) seconds (in 2 second increments).
5. Collect for two (2) continuous hours (begin and end times to be provided by requestor). However, special event systems may need a sixteen (16) hour gap study, begin and end times to be provided by requestor (**OPTION ONLY – not collected unless requested**).
6. Supply collected data, as follows:
 - a. Data collection reports in one PDF document consisting of a cover sheet with site data, photographs, gap data in 15-minute increments, volume, and a peak hour analysis to include the peak hour, the peak time, and the PHF.
 - b. Raw gap data showing individual data points in an electronic format (PPD file if an electronic count board is used, or Excel spreadsheet if another method is used).
 - c. Video data in an electronic format, if requested (DVD is preferred).

5.9 SATURATION FLOW RATE DATA

Saturation flow rate data is collected at a signalized intersection by phase showing the number of vehicles, with respect to time, allowed to travel through the location during one cycle. Saturation flow rate data is usually collected for the critical peak period on the approach with the highest estimated volume. The Vendor shall collect and compile saturation flow rate data as follows:

1. No saturation flow rate data shall be collected if any lane closures or active construction/maintenance work is located within two (2) miles of the target site, unless the work zone is the target site.
2. Collect for two (2) continuous hours (begin and end times to be provided by requestor).
3. Additional approaches may be requested (**OPTION ONLY – not collected unless requested and additional approach/approaches are specified by requestor**).
4. Collect for all through lanes on each approach counted, up to a maximum of four (4) total lanes. If there are less than four (4) through lanes then saturation flow rate data may be collected for left turn lanes and/or right turn lanes (**OPTION ONLY – not collected unless requested and only if there are fewer than four through lanes**) for a maximum of four (4) total lanes per approach.
5. Include phase changes and/or approach volumes (queue totals during red phase).
6. Supply collected data, as follows:
 - a. Data collection reports in one PDF document consisting of a cover sheet with site data, photographs, saturation flow data, phase, timing, and a summary (for each approach counted) to

include the volume that arrived on red, the volume that arrived on green, the lost time, and the saturation flow rate.

- b. Raw saturation flow data showing individual data points in an electronic format (PPD file if an electronic count board is used, or Excel spreadsheet if another method is used).
- c. Video data in an electronic format, if requested (DVD is preferred).

5.10 TRAVEL TIME DATA

Travel time data is the amount of time required for a vehicle to travel from one particular location (terminal) to another, and studies are typically performed during peak volume hours to obtain travel characteristics while traffic is operating under loaded conditions. Travel time data is usually collected at specific locations along the route. The Vendor shall collect and compile travel time data as follows:

1. No travel time data shall be collected if any lane closures or active construction/maintenance work is located within two (2) miles of the target site, unless the work zone is the target site.
2. Collected for two (2) continuous hours (begin and end times to be provided by requestor).
3. Data and field notes shall include the description and locations of terminals and intermediary nodes.
4. Sources of delay shall be recorded and classified as follows: signal, congestion, stop sign, pedestrian, and up to four others (to be defined by the requestor).
5. Supply collected data, as follows:
 - a. Data collection reports in one PDF document consisting of a cover sheet with site data, photographs, count data by run and direction, field notes (including terminal descriptions and intermediary nodes), and delay source summaries (if applicable).
 - b. Raw travel time data showing individual data points in an electronic format (PPD file if an electronic count board is used, or Excel spreadsheet if another method is used).
 - c. Video data in an electronic format, if requested (DVD is preferred).

5.11 MANUAL CLASSIFICATION DATA

Classification data is collected to determine the types (classes) of vehicles at a location. Manual classification data is usually collected when intrusive automated equipment cannot be installed in travel lanes (such as due to safety issues, will not count correctly due to poor traffic flow conditions, etc.). Manual classification data may be collected by direct observation (all manual) or a combination of direct observation and non-intrusive automated equipment (mixed manual – collected concurrently). The Vendor shall collect and compile classification data as follows:

1. Collect for fourteen (14) hours (6:00 a.m. through 8:00 p.m., unless otherwise specified).
2. Collect by direction in fifteen (15) minute increments.
3. Classification will follow one of the following two (2) options:

Option A – NCDOT 4 Class Scheme (default option)

- PV (FHWA classes 1, 2, 3)
- DUALS (FHWA classes 4, 5, 6, 7)
- TTST (FHWA classes 8, 9, 10)

- TWINS (FHWA classes 11, 12, 13)

Option B – Traditional Classes

- Pedestrians (counted and tabulated on the approach they cross)
- Long combination vehicles (five or more axles, including trailers)
- Dump trucks and 3-axle/4-axle trucks
- HAZMAT vehicles (tanker trucks, etc.)
- Trucks (generalized – vehicles with 3 or more axles)
- Emergency Vehicles (police, fire, EMS – shall have lights and/or sirens activated)
- Bicycles
- Mopeds/Scooters
- School buses
- Motorcycles
- Transit buses
- Truck tractors with twin trailers
- Truck tractors with 53' trailers

4. Supply collected data, as follows:

- a. Data collection reports in one PDF document consisting of a cover sheet with site data, photographs, classification data by direction in 15-minute increments, AM and PM peak hour summaries, peak directional (D) percentage, class summaries by direction, total volumes by direction, percent distribution by class by direction.
- b. Raw classification data showing individual data points in an electronic spreadsheet format. If non-intrusive equipment (electronic count boards, side fire radar, etc.) is used (i.e. mixed manual) then the export files from the equipment should also be included.
- c. Video data in an electronic format, if requested (DVD is preferred).

5.12 PEDESTRIAN CORRIDOR CROSSING DATA

Pedestrian corridor crossing data is generally collected to determine pedestrian movements across a specific corridor, often to identify primary crossing locations for the installation of crosswalks and other traffic control devices. The Vendor shall collect and compile pedestrian corridor crossing data as follows:

1. No data shall be collected if any lane closures or active construction/maintenance work is located at, or within two (2) miles of, the target site (unless the work zone is the target site).
2. No data shall be collected during rain or snow weather events, or immediately following rain/snow weather events where the aftermath of those weather events affects non-motorist travel (flooding, snow/ice on the roadways or sidewalks, etc.).
3. Collect for thirteen (13) hours (6:00 a.m. through 7:00 p.m., unless otherwise specified).
4. Collected in fifteen (15) minute increments.
5. Collected in zones up to approximately three hundred fifty (350) feet in length along the corridor. Multiple zones may be necessary for each corridor.
6. Data and field notes shall include a map or maps of the corridor indicating the pedestrian crossing sites and their volume.

7. Supply collected data, as follows:
 - a. Data collection reports in one PDF document consisting of a cover sheet with site data, map(s) indicating crossing sites, and crossing data/volume.
 - b. Raw data in an electronic format (Excel spreadsheet).
 - c. Video data in an electronic format, if requested (DVD is preferred).

5.13 COMPLIANCE DATA

Compliance data is the tabulation of unit (motor vehicle, bicycle, and pedestrian) actions grouped by compliance/non-compliance with statutes, ordinances, traffic control devices (signals, signs, and pavement markings), etc. This data is usually site specific, such as at an intersection or crosswalk, and is usually specific to evaluating one statute, device, etc. However, in some cases this may cover a section of road such as merge and weaving areas. The Vendor shall collect and compile compliance data as follows:

1. No data shall be collected if traffic control devices (including push buttons or other activation devices) are hidden or not visible (such as due to fog, light conditions, etc.), inoperable, malfunctioning (such as a traffic signal in flash mode or is dark), or damaged to the point of being unreadable or unrecognizable (i.e. a stop sign has been knocked down, etc.). However, if the condition is temporary then indicate the start and end time of the condition but count for the rest of the time.
2. When the collection of compliance data involves pedestrians and bicyclists, it shall not be collected during rain or snow weather events, or immediately following rain/snow weather events where the aftermath of those weather events affects non-motorist travel (flooding, snow/ice on the roadways or sidewalks, etc.).
3. Collect for thirteen (13) hours (6:00 a.m. through 7:00 p.m., unless otherwise specified).
4. Collected in fifteen (15) minute increments
5. Compliance/non-compliance data shall be collected by direction and lane for each of the following modes: motor vehicles, bicycles, and pedestrians.
6. If a pedestrian push button (or other activation device) is present then collected data shall include whether or not the equipment was engaged/put into use prior to crossing AND whether or not the pedestrian waited for activation prior to crossing.
7. Additional detailed guidance for data (explanations, definitions, spreadsheet, flow chart, examples, etc.) shall be provided by the requestor.
8. Video should clearly show all compliance events and the operations of any traffic control devices.
9. Contact the requestor for clarification on any data items and/or their definitions for the specific compliance issue being counted.
10. Compliance data may be requested occasionally by the DOT Rail Division for grade crossings. Such data collected shall include the number of train activations by active warning devices, the number of train movements at the grade crossing, the number of vehicles advancing beyond stop bar while railroad signals are activated, the number of vehicles driving around activated gates/flashers, and the compliance of motorists at adjacent intersections where railroad preemption is installed.

11. Supply collected data, as follows:

- a. Data collection reports in one PDF document consisting of a cover sheet with site data, photographs, compliance/non-compliance data by unit (with time stamps that correspond to the video data), direction, and lane/approach.
- b. Raw data in an electronic format (Excel spreadsheet).
- c. Video data in an electronic format (DVD is preferred).

5.14 VOLUME/CLASS DATA – NON-MOTORISTS

Volume/classification data is generally collected to determine the number, direction, and type (classification) of non-motorized transportation system users (pedestrians and bicyclists) at a given location. Locations may be on road (i.e. streets and roads) or off road (i.e. sidewalks, greenways, etc.), and they may be paved or unpaved. The Vendor shall collect and compile data as follows:

1. Collect for twenty-four (24) hours per day for seven (7) consecutive days (one week).
2. Collect by direction in fifteen (15) minute increments.
3. Data collection equipment shall not be installed in any work zones, unless specifically requested.
4. Data collection methods and/or equipment shall identify all bicycles regardless of material (carbon-fiber, aluminum, steel, titanium, etc.).
5. If data is to be collected near an intersection or ramp junction, it should be collected at least one thousand (1,000) feet from the intersection or ramp junction.
6. The default bins for classification data shall (1) bicyclists and (2) pedestrians.
7. Collect additional site information as follows:
 - a. Grades, median or buffer divisions, on-street parking, sidewalk buffer width (if applicable), presence of sidewalk or pathway, presence of bicycle marking or lane, approximate width of off-road path or multi-use trail, and other geometrics for each approach, if appropriate. This information may be separate or included within the cross section required below.
 - b. A cross section sketch of the corridor or multi-use path including, but not limited to, the width of vehicular travel lanes, bicycle lanes, parking, shoulders, medians, buffers, sidewalks, greenways, and/or trails within the study area.
 - c. Presence, type (parallel, diagonal, etc.), and duration (two-hour limit, no time limit, etc.) of any on-street parking.
 - d. Presence, width, and type of any shoulder rumble strips/stripes. If present, include the length/width of a typical rumble, distance from edge line, and any gaps (and length of typical gap).
8. Data collected for individual location assignments shall be due within thirty (30) calendar days.
9. All raw data must be provided consistent with the most current edition of the FHWA TMG.
10. Supply collected data as follows:

- a. Data collection reports in one PDF document consisting of a cover sheet with site data, photographs, count data (volume and classification) by direction in 15-minute increments) with daily totals, summaries, and percentages. The crossing number (if the location is at a railroad crossing) shall be indicated on each page of the document.
- b. Raw volume data in an electronic format using an Excel spreadsheet formatted as requested by NCDOT (following TMG format conventions).
- c. Video data in an electronic format, if requested (DVD is preferred).

5.15 VEHICLE OCCUPANCY DATA

Vehicle occupancy data is generally collected to determine the number of operators and passengers using vehicles. The Vendor shall collect and compile data as follows:

1. No data shall be collected if any lane closures or active construction/maintenance work is located at, or within two (2) miles of, the target site (unless the work zone is the target site).
2. Collect for thirteen (13) hours (6:00 a.m. through 7:00 p.m., unless otherwise specified).
3. Collected in fifteen (15) minute increments.
4. The default bins for occupancy data shall be (1) vehicles with only the operator, (2) vehicles with an operator and one passenger (HOV2), and (3) vehicles with an operator and more than one passenger (HOV3).
5. Supply collected data, as follows:
 - a. Data collection reports in one PDF document consisting of a cover sheet with site data, map(s), and data/volume.
 - b. Raw data in an electronic format (Excel spreadsheet is preferred).
 - c. Video data in an electronic format, if requested (DVD is preferred).

5.16 DEVIATIONS

This section intentionally left blank.

5.17 CERTIFICATION AND SAFETY LABELS

This section intentionally left blank.

5.18 CONTRACT CHANGES

Contract changes, if any, over the life of the contract shall be implemented by contract amendments agreed to in writing by the State and Vendor.

Attachments to this IFB begin on the next page.

ATTACHMENT A: PRICING FORM

Vendor shall enter price amounts only for items they are bidding. Vendors shall not be considered for any item left blank. Amounts shall be in whole U.S. dollars. Items containing amounts other than whole U.S. dollars shall not be considered for award.

Region:	A	B	C	D
Divisions:	1, 2	3, 4, 5, 6, 7, 8	9, 10, 12	11, 13, 14
Turning Movement Data (standard intersection)				
13 hours				
16 hours				
Turning Movement Data (complex intersection)				
13 hours				
16 hours				
Volume/Speed/Class Data (single locations)				
48 Hours				
168 hours (7 days)				
Volume/Speed/Class Data (groups of <= 25 at-grade railroad crossings) – one amount for entire group				
48 hours				
Spot Speed Data				
4 hours				
Delay Data				
Each Approach				
Gap Data				
2 hours				
16 hours				
Saturation Flow Rate Data				
Each Approach				
Travel Time Data				
2 hours				
Manual Classification Data				
14 hours				
Pedestrian Corridor Crossing Data (per zone)				
13 hours				
Compliance Data				
13 hours				
Volume/Class Data (non-motorists)				
168 hours (7 days)				
Vehicle Occupancy Data				
13 hours				

ATTACHMENT B: LOCATION OF WORKERS UTILIZED BY VENDOR

In accordance with NC General Statute §143-59.4, the Vendor shall detail the location(s) at which performance will occur, as well as the manner in which it intends to utilize resources or workers outside of the United States in the performance of this Contract. The State will evaluate the additional risks, costs, and other factors associated with such utilization prior to making an award. Please complete items a, b, and c below.

a) Will any work under this Contract be performed outside the United States?

☐ YES ☐ NO

If the Vendor answered "YES" above, Vendor must complete items 1 and 2 below:

1. List the location(s) outside the United States where work under this Contract will be performed by the Vendor, any sub-Contractors, employees, or other persons performing work under the Contract:
2. Describe the corporate structure and location of corporate employees and activities of the Vendor, its affiliates or any other sub-Contractors that will perform work outside the U.S.:

b) The Vendor agrees to provide notice, in writing to the State, of the relocation of the Vendor, employees of the Vendor, sub-Contractors of the Vendor, or other persons performing services under the Contract outside of the United States

☐ YES ☐ NO

NOTE: All Vendor or sub-Contractor personnel providing call or contact center services to the State of North Carolina under the Contract **shall** disclose to inbound callers the location from which the call or contact center services are being provided.

c) Identify all U.S. locations at which performance will occur:

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ATTACHMENT C: INSTRUCTIONS TO VENDORS

1. **READ, REVIEW AND COMPLY:** It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Vendors or elsewhere in this IFB document.
2. **LATE BIDS:** Late bids, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the Vendor's sole responsibility to ensure delivery at the designated office by the designated time.
3. **ACCEPTANCE AND REJECTION:** The State reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the Vendor, to accept any item in the bid. If either a unit price or an extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.
4. **BASIS FOR REJECTION:** Pursuant to 01 NCAC 05B .0501, the State reserves the right to reject any and all offers, in whole or in part, by deeming the offer unsatisfactory as to quality or quantity, delivery, price or service offered, non-compliance with the requirements or intent of this solicitation, lack of competitiveness, error(s) in specifications or indications that revision would be advantageous to the State, cancellation or other changes in the intended project or any other determination that the proposed requirement is no longer needed, limitation or lack of available funds, circumstances that prevent determination of the best offer, or any other determination that rejection would be in the best interest of the State.
5. **EXECUTION:** Failure to sign the Execution page (page 3 of the IFB) in the indicated space will render bid non-responsive and it shall be rejected.
6. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this solicitation, the order of precedence shall be (high to low) (1) any special terms and conditions specific to this IFB, including any negotiated terms; (2) specifications in Sections 2, 4, and 5 of this IFB; (3) North Carolina General Contract Terms and Conditions in ATTACHMENT D: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS; (4) Instructions in ATTACHMENT C: INSTRUCTIONS TO VENDORS; and (5) Vendor's Bid.
7. **INFORMATION AND DESCRIPTIVE LITERATURE:** Vendor shall furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this bid, each Vendor must submit with their bid sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid or available elsewhere will not satisfy this provision. Bids that do not comply with these requirements shall constitute sufficient grounds to reject the bid.
8. **RECYCLING AND SOURCE REDUCTION:** It is the policy of the State to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable and less toxic to the extent that the purchase or use is practicable and cost-effective. We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. However, no sacrifice in quality of packaging will be acceptable. The company remains responsible for providing packaging that will adequately protect the commodity and contain it for its intended use. Companies are strongly urged to bring to the attention of purchasers those products or packaging they offer which have recycled content and that are recyclable.
9. **SUSTAINABILITY:** To support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort. Pursuant to Executive Order 156 (1999), it is desirable that all responses meet the following:
 - All copies of the bid are printed double sided.
 - All submittals and copies are printed on recycled paper with a minimum post-consumer content of 30%.
 - Bids and copies should not use non-recyclable or non-reusable materials such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, and paper clips are not acceptable. Staples are acceptable.

- Materials should be submitted in a format which allows for easy removal, filing and/or recycling of paper and binder materials. Use of oversized paper is strongly discouraged unless necessary for clarity or legibility.

- 10. HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute §143-48 and Executive Order 150 (1999), the State invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
- 11. RECIPROCAL PREFERENCE:** G.S. §143-59 establishes a reciprocal preference requirement to discourage other states from favoring their own resident Vendors by applying percentage increases to any bid by a North Carolina resident Vendor. The "Principal Place of Business" is defined as the principal place from which the trade or business of the Vendor is directed or managed.
- 12. CONFIDENTIAL INFORMATION:** To the extent permitted by applicable statutes and rules, the State will maintain confidential trade secrets that the Vendor does not wish disclosed. As a condition to confidential treatment, each page containing trade secret information shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the Vendor, with specific trade secret information enclosed in boxes or similar indication. Cost information shall not be deemed confidential under any circumstances. Regardless of what a Vendor may label as a trade secret, the determination whether it is or is not entitled to protection will be determined in accordance with G.S. §132-1.2. Any material labeled as confidential constitutes a representation by the Vendor that it has made a reasonable effort in good faith to determine that such material is, in fact, a trade secret under G.S. §132-1.2. Vendors are urged and cautioned to limit the marking of information as a trade secret or as confidential so far as is possible.
- 13. PROTEST PROCEDURES:** When a Vendor wishes to protest a Contract awarded by the Secretary of Administration or by an agency in an awarded amount of at least \$25,000 resulting from this solicitation, the Vendor shall submit a written request addressed to the State Purchasing Officer at Purchase and Contract, 1305 Mail Service Center, Raleigh, NC 27699-1305. This request shall be received in the Division of Purchase and Contract within thirty (30) consecutive calendar days from the date of the Contract award. Protest letters **shall** contain specific grounds and reasons for the protest, how the protesting party was harmed by the award made and any documentation providing support for the protesting party's claims. **Note:** Contract award notices are sent only to the Vendor actually awarded the Contract, and not to every person or firm responding to a solicitation. Bid status and Award notices are posted on the Internet at <https://www.ips.state.nc.us/ips/>. All protests will be handled pursuant to the North Carolina Administrative Code, Title 1, Department of Administration, Chapter 5, Purchase and Contract, Section 5B. 1519 (01 NCAC 05B .1519).
- 14. MISCELLANEOUS:** Masculine pronouns shall be read to include feminine pronouns, and the singular of any word or phrase shall be read to include the plural and vice versa.
- 15. COMMUNICATIONS BY VENDORS:** In submitting its bid, the Vendor agrees not to discuss or otherwise reveal the contents of its bid to any source, government or private, outside of the using or issuing agency until after the award of the Contract or cancellation of this IFB. All Vendors are forbidden from having any communications with the using or issuing agency, or any other representative of the State concerning the solicitation, during the evaluation of the bids (i.e., after the public opening of the bids and before the award of the Contract), unless the State directly contacts the Vendor(s) for purposes of seeking clarification or another reason permitted by the solicitation. A Vendor shall not: (a) transmit to the issuing and/or using agency any information commenting on the ability or qualifications of any other Vendor to provide the advertised good, equipment, commodity; (b) identify defects, errors and/or omissions in any other Vendor's bid and/or prices at any time during the procurement process; and/or (c) engage in or attempt any other communication or conduct that could influence the evaluation and/or award of the Contract that is the subject of this IFB. Vendors not in compliance with this provision may be disqualified, at the option of the State, from the Contract award. Only those communications with the using agency or issuing agency authorized by this IFB are permitted.
- 16. INFORMAL COMMENTS:** The State shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of the State during the competitive process or after award. The State is bound only by information provided in this IFB and in formal Addenda issued through IPS.

17. **TABULATIONS:** Bid tabulations can be electronically retrieved at the Interactive Purchasing System (IPS), <https://www.ips.state.nc.us/ips/BidNumberSearch>. Click on the IPS BIDS icon, click on Search for Bid, enter the bid number, and then search. Tabulations will normally be available at this web site not later than one working day after the bid opening. Lengthy or complex tabulations may be summarized, with other details not made available on IPS, and requests for additional details or information concerning such tabulations cannot be honored.
18. **VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM:** Vendor Link NC allows Vendors to electronically register free with the State to receive electronic notification of current procurement opportunities for goods and services of potential interests to them available on the Interactive Purchasing System, as well as notifications of status changes to those solicitations. Online registration and other purchasing information is available at the following website <http://www.pandc.nc.gov/>.
19. **WITHDRAWAL OF BID:** a bid may be withdrawn only in writing and actually received by the office issuing the IFB prior to the time for the opening of bids identified on the cover page of this IFB (or such later date included in an Addendum to the IFB). A withdrawal request must be on Vendor's letterhead and signed by an official of the Vendor authorized to make such request. Any withdrawal request made after the opening of bids shall be allowed only for good cause shown and in the sole discretion of the Division of Purchase and Contract.
20. **COST FOR BID PREPARATION:** Any costs incurred by Vendor in preparing or submitting bids are the Vendor's sole responsibility; the State of North Carolina will not reimburse any Vendor for any costs incurred prior to award.
21. **VENDOR'S REPRESENTATIVE:** Each Vendor shall submit with its bid the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's bid.
22. **INSPECTION AT VENDOR'S SITE:** The State reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective Vendor prior to Contract award, and during the Contract term as necessary for the State determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.

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ATTACHMENT D: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS

1. **DEFAULT AND PERFORMANCE BOND:** If, through any cause, Vendor shall fail to fulfill in timely and proper manner the obligations under this agreement, the State shall have the right to terminate this contract by giving written notice to the Vendor and specifying the effective date thereof. In case of default by the Vendor for any reason, the State may procure substitute goods from other sources and hold the Vendor responsible for any excess cost occasioned thereby. The State reserves the right to require at any time a performance bond or other acceptable alternative guarantees from a successful Vendor without expense to the State.

In addition, in the event of default by the Vendor under this Contract, the State may immediately cease doing business with the Vendor, immediately terminate for cause all existing Contracts the State has with the Vendor, and debar the Vendor from doing future business with the State. The State may take action against the Vendor under the False Claims Act, G.S. §1-605 through §1-617, inclusive, for submitting a false Certification for the price-matching preference under Executive Order #50 (including but not limited to treble damages and civil penalties).

Upon the Vendor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Vendor, the State may immediately terminate, for cause, this Contract and all other existing Contracts the Vendor has with the State, and debar the Vendor from doing future business with the State.

2. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the Vendor to notify, in writing, the issuing purchasing office at once, indicating the specific regulation which required such alterations. The State reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.
3. **AVAILABILITY OF FUNDS:** Any and all payments to the Vendor are dependent upon and subject to the availability of funds to the agency for the purpose set forth in this agreement.
4. **TAXES:** Any applicable taxes shall be invoiced as a separate item.
 - a. G.S. §143-59.1 bars the Secretary of Administration from entering into Contracts with Vendors if the Vendor or its affiliates meet one of the conditions of G. S. §105-164.8(b) and refuses to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G. S. §105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the Vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the bid document the Vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.
 - b. All agencies participating in this Contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the Vendor will be executed and returned by the using agency.
 - c. Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.
5. **SITUS:** The place of this Contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in Contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
6. **GOVERNING LAWS:** This Contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules.

7. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later. The using agency is responsible for all payments to the Vendor under the Contract. Payment by some agencies may be made by procurement card, if the Vendor accepts that card (Visa, MasterCard, etc.) from other customers, and it shall be accepted by the Vendor for payment under the same terms and conditions as any other method of payment accepted by the Vendor. If payment is made by procurement card, then payment may be processed immediately by the Vendor.
8. **AFFIRMATIVE ACTION:** The Vendor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.
9. **CONDITION AND PACKAGING:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.
10. **STANDARDS:** All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

The complete product(s) offered herein, and NOT merely its component parts or subsystems, must comply with the above requirement for safety listing. Having the appropriate certification or safety label affixed to any device delivered pursuant to this solicitation, under the conditions described above, is a material condition of any contract awarded as a result of this solicitation. All costs for product and industry certifications and listings, and any other actions required to supply conforming products to the State as described in this IFB, are the sole responsibility of the Vendor. The certification or safety label shall be affixed and be visible on the OUTSIDE of the all products that require a certification or safety label in order to pass the State Quality Acceptance Inspection.

11. **INTELLECTUAL PROPERTY INDEMNITY:** Vendor shall hold and save the State, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, resulting from infringement of the rights of any third party in any copyrighted material, patented or unpatented invention, articles, device or appliance delivered in connection with this contract.
12. **ADVERTISING:** Vendor agrees not to use the existence of this Contract or the name of the State of North Carolina as part of any commercial advertising or marketing of products or services. A Vendor may inquire whether the State is willing to act as a reference by providing factual information directly to other prospective customers.
13. **ACCESS TO PERSONS AND RECORDS:** During and after the term hereof, the State Auditor and any using agency's internal auditors shall have access to persons and records related to this Contract to verify accounts and data affecting fees or performance under the Contract, as provided in G. S. §143-49(9).

14. **ASSIGNMENT**: No assignment of the Vendor's obligations or the Vendor's right to receive payment hereunder shall be permitted.

However, upon written request approved by the issuing purchasing authority and solely as a convenience to the Vendor, the State may:

- a. Forward the Vendor's payment check directly to any person or entity designated by the Vendor, and
- b. Include any person or entity designated by Vendor as a joint payee on the Vendor's payment check.

In no event shall such approval and action obligate the State to anyone other than the Vendor and the Vendor shall remain responsible for fulfillment of all Contract obligations. Upon advance written request, the State may, in its unfettered discretion, approve an assignment to the surviving entity of a merger, acquisition or corporate reorganization, if made as part of the transfer of all or substantially all of the Vendor's assets. Any purported assignment made in violation of this provision shall be void and a material breach of this Contract.

15. **INSURANCE**:

COVERAGE - During the term of the Contract, the Vendor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Vendor shall provide and maintain the following coverage and limits:

- a. **Worker's Compensation** - The Vendor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Vendor's employees who are engaged in any work under the Contract. If any work is sublet, the Vendor shall require the sub-Contractor to provide the same coverage for any of his employees engaged in any work under the Contract.
- b. **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$500,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
- c. **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the Contract. The minimum combined single limit shall be \$150,000.00 bodily injury and property damage; \$150,000.00 uninsured/under insured motorist; and \$2,500.00 medical payment.

REQUIREMENTS - Providing and maintaining adequate insurance coverage is a material obligation of the Vendor and is of the essence of this Contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Vendor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Vendor's liability and obligations under the Contract.

16. **GENERAL INDEMNITY**: The Vendor shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Vendor in the performance of this Contract and that are attributable to the negligence or intentionally tortious acts of the Vendor provided that the Vendor is notified in writing within 30 days that the State has knowledge of such claims. The Vendor represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of Vendor goods to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of this

Contract.

17. **INDEPENDENT CONTRACTOR:** Vendor shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. Vendor represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the Agency.
18. **KEY PERSONNEL:** Vendor shall not substitute key personnel assigned to the performance of this contract without prior written approval by the State's assigned Contract Lead. The individuals designated as key personnel for purposes of this contract are those specified in the IFB or Vendor's proposal.
19. **SUBCONTRACTING:** Work proposed to be performed under this contract by the Vendor or its employees shall not be subcontracted without prior written approval of the State's assigned Contract Administrator. Acceptance of a Vendor's proposal shall include approval to use the subcontractor(s) specified therein.
20. **TERMINATION FOR CONVENIENCE:** The State may terminate this agreement at any time by ten (10) days' notice in writing from the State to the Vendor. In that event, all finished or unfinished deliverable items prepared by the Vendor under this contract shall, at the option of the State, become its property. If the contract is terminated by the State as provided in this section, the State shall pay for services satisfactorily completed by the Vendor, less payment or compensation previously made.
21. **CONFIDENTIALITY:** Any State information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Vendor under this agreement shall be kept as confidential, used only for the purpose(s) required to perform this contract and not divulged or made available to any individual or organization without the prior written approval of the State.
22. **CARE OF PROPERTY:** The Vendor agrees that it shall be responsible for the proper custody and care of any property furnished it by the State for use in connection with the performance of this contract or purchased by or for the State for this contract, and Vendor will reimburse the State for loss or damage of such property while in Vendor's custody.
23. **PROPERTY RIGHTS:** All deliverable items produced for or as a result of this contract shall become the property of the State, and Vendor hereby assigns all ownership rights in such deliverables, including all intellectual property rights, to the State; provided, however, that as to any preexisting works imbedded in such deliverables, Vendor hereby grants the State a fully-paid, perpetual license to copy, distribute and adapt the preexisting works.
24. **OUTSOURCING:** Any Vendor or subcontractor providing call or contact center services to the State of North Carolina shall disclose to inbound callers the location from which the call or contact center services are being provided.

If, after award of a contract, the contractor wishes to relocate or outsource any portion of the work to a location outside the United States, or to contract with a subcontractor for the performance of any work, which subcontractor and nature of the work has not previously been disclosed to the State in writing, prior written approval must be obtained from the State agency responsible for the contract.

Vendor shall give notice to the using agency of any relocation of the Vendor, employees of the Vendor, subcontractors of the Vendor, or other persons performing services under a state contract to a location outside of the United States.

25. ELECTRONIC PROCUREMENT: (a) Purchasing shall be conducted through the Statewide E-Procurement Service. The State's third party agent shall serve as the Supplier Manager for this E-Procurement Service. The Vendor shall register for the Statewide E-Procurement Service within two (2) business days of notification of award in order to receive an electronic purchase order resulting from award of this contract.

(b) **THE SUCCESSFUL BIDDER(S) SHALL PAY A TRANSACTION FEE OF 1.75% (.0175) ON THE TOTAL DOLLAR AMOUNT (EXCLUDING SALES TAXES) OF GOODS INCLUDED ON EACH PURCHASE ORDER ISSUED THROUGH THE STATEWIDE E-PROCUREMENT SERVICE.** This applies to all purchase orders, regardless of the quantity or dollar amount of the purchase order. The transaction fee shall not be stated or included as a separate item on the invoice. There are no additional fees or charges to the Vendor for the services rendered by the Supplier Manager under this contract. Vendor will receive a credit for transaction fees they paid for the purchase of any item(s) if an item(s) is returned through no fault of the Vendor. Transaction fees are non-refundable when an item is rejected and returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the contract.

(c) Vendor or its Authorized Reseller, as applicable, will be invoiced monthly for the State's transaction fee by the Supplier Manager. The transaction fee shall be based on a) purchase activity for the prior month, or b) purchases for which the supplier invoice has been paid. Unless Supplier Manager receives written notice from the Vendor identifying with specificity any errors in an invoice for the transaction fee within thirty (30) days of the receipt of invoice, such invoice shall be deemed to be correct and Vendor shall have waived its right to later dispute the accuracy and completeness of the invoice. Payment of the transaction fee by the Vendor is due to the account designated by the State within thirty (30) days after receipt of the invoice for the transaction fee. If payment of the transaction fee is not received by the State within this payment period, it shall be considered a material breach of contract. Pursuant to North Carolina General Statute §147-86.23, the Service will charge interest and late payment penalties on past due balances. Interest shall be charged at the rate set by the Secretary of Revenue pursuant to N.C.G.S. §105-241.21 as of the date the balances are past due. The late-payment penalty will be ten percent (10%) of the account receivable. Within thirty (30) days of the receipt of invoice, Vendor may dispute in writing the accuracy of an invoice. No interest shall be charged on disputed and overdue amounts to the extent the State agrees to reduce or adjust the amount in dispute. The Supplier Manager shall provide, whenever reasonably requested by the Vendor in writing (including electronic documents), supporting documentation from the E-Procurement Service that accounts for the amount of the invoice.

(d) The Supplier Manager will capture the order from the State approved user, including the shipping and payment information, and submit the order in accordance with the E-Procurement Service. Subsequently, the Supplier Manager will send those orders to the appropriate Vendor on State Contract. The State or State-approved user, not the Supplier Manager, shall be responsible for the solicitation, bids received, evaluation of bids received, award of contract, and the payment for goods delivered.

(e) Vendor agrees at all times to maintain the confidentiality of its user name and password for the Statewide E-Procurement Services. If Vendor is a corporation, partnership or other legal entity, then the Vendor may authorize its employees to use its password. Vendor shall be responsible for all activity and all charges by such employees. Vendor agrees not to permit a third party to use the Statewide E-Procurement Services through its account. If there is a breach of security through the Vendor's account, Vendor shall immediately change its password and notify the Supplier Manager of the security breach by e-mail. Vendor shall cooperate with the State and the Supplier Manager to mitigate and correct any security breach.

VENDOR IS AND SHALL REMAIN RESPONSIBLE FOR PAYING THE TRANSACTION FEE ON BEHALF OF ANY SUB-CONTRACTOR OR DEALER INVOLVED IN PERFORMANCE UNDER THIS CONTRACT IN THE EVENT THAT SUCH SUB-CONTRACTOR OR DEALER DEFAULTS ON PAYMENT.

26. COMPLIANCE WITH LAWS: Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and performance in accordance with this contract, including those of federal, state, and local agencies having jurisdiction and/or authority.

27. ENTIRE AGREEMENT: This IFB and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This IFB, any Addenda hereto, and the Vendor's bid are incorporated herein by reference as though set forth verbatim.

All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

28. AMENDMENTS: This contract may be amended only by written amendments duly executed by the State and the Vendor. The NC Division of Purchase and Contract shall give prior approval to any amendment to a contract awarded through that office.

29. WAIVER: The failure to enforce or the waiver by the State of any right or of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

30. FORCE MAJEURE: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

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ATTACHMENT E: EXPERIENCE RATE MODIFIER

Name of Vendor: _____

For internal State agency processing, please provide your company's Experience Rate Modifier (ERM) provided by the insurer providing worker's compensation insurance, the North Carolina Rate Bureau (NCRB) or the National Council on Compensation Insurance (NCCI).

Pursuant to N.C.G.S. 58-36-16 the experience rate modifier shall not be released to the public.

This page will be removed and shredded, or otherwise kept confidential, before the procurement file is made available for public inspection.

**This page is to be filled out and returned with your proposal.
Failure to do so shall subject your proposal to rejection.**

Enter most current ERM here:

Check one of the following:

☐

intrastate

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interstate

Signature

Date

Printed Name

Title

[This Page Must Be Signed By the Same Individual Who Signed the Execution Page]